IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION.

WRIT PETITION NO.59 OF 1993.

Babu Savleram Pekhale
since deceased through his
heirs and legal representatives
Bhaginabai Babu Pekhale & ors. : Petitioners.

versus

Sou.Indubai Manohar Navase : Respondent.

None for the petitioners.
Mr.R.M.Hardas h/f Mr.P.N.Joshi for the respondent.

CORAM : D.G.DESHPANDE, J.

DATED : October 07, 2006.

P.C.

1. Nobody is present for the petitioners. Advocate Mr.Hardas appearing for the respondent is present. He states that there is a compromise agreement between the parties pursuant to which the respondent has received possession. He files

xerox copy of the compromise agreement which is styled as Kabje Pawati. It is on stamp paper of Rs.50/-. It is signed as true copy by advocate Mr.Hardas. Time was given to advocate Mr.Prafulla Shah, appearing for the petitioner, to take instructions in the regard. He is not present today. Therefore, on the statement of advocate Mr.Hardas and on the basis of this compromise agreement, the petition is disposed of. Rule is discharged. It is clarified that if the petitioners ultimately disown this compromise agreement or Kabje Pawati, there shall be liberty to apply for restoration of this petition. As per this compromise agreement, the respondent/landlord is permitted to withdraw the amount deposited by the tenant in the court below or in the High Court. Therefore, in view of this, the respondent/landlord will be entitled to withdraw that amount wherever it is deposited.

[D.G.DESHPANDE, J.]